



## HELAL LAW FIRM, P.C.

476 Bay Ridge Avenue # 2  
Brooklyn NY 11220

Phone: (718) 238-0076  
Fax: (718) 238-0077  
E-mail: firm2000@yahoo.com

---

Date: July 22, 2019

United States District Court  
For the Southern District of New York

Thurgood Marshall  
United States Courthouse  
40 Foley Square  
New York, NY 10007

Hon. Lorna G. Schofield  
United States District Judge

**Re: Doe # 1 et al v. The College Board (1:19-CV- 6660-LGS)**

The Honorable Judge / Schofield:

This letter is filed as per your instructions on 7/18/2019 hearing. The plaintiffs have examined the “Arbitration” option, as it relates to the contact between each student and the College Board (defendant). We are respectfully requesting that the case resumes processing in this court.

After a careful review of the Terms and Conditions (exhibit # 1), and upon corresponding with defendant’s counsel, I’ve concluded that the Board is offering an “arbitration” option for international test takers. I only obtained a copy of the SAT Terms & Conditions circulated (online), but do not have a copy of each individual contract between student and the College Board (students never received a copy of any signed contract). The Terms and Conditions (**page 12**) states that no arbitration will be offered to international test-takers. The document also states, in (**page # 2**), the details of the arbitration;

*“ Other than disputes involving an “Invalid Scores” review (discussed in the “Invalid Scores” section) or infringement of the College Board’s intellectual property rights, all disputes against the College Board and/or any or all of its contractors, that relate in any way to registering for or taking the SAT, including but not limited to requesting or receiving test accommodations, score reporting, and the use of test taker data, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at [www.adr.org](http://www.adr.org). Unless the parties mutually agree otherwise, the seat and the place of the arbitration shall be New York, New York. The parties agree that the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall pre-empt all State laws to the fullest extent permitted by law. No arbitration may be maintained as a class action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration, without the express written consent of the College Board. By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury. Each party will be responsible for its own fees and expenses incurred in connection with the arbitration, regardless of its outcome. For purposes of this provision, each College Board contractor is a third-party beneficiary of this section, is entitled to the rights and benefits hereunder, and may enforce the provisions hereof as if it were a party hereto.*

The Terms & conditions document makes it clear that no Arbitration, on the issue of “invalid score”, is available for tests that were administered outside of the United States.

*“The retest option is available only for tests administered in the United States and Canada. The arbitration option is available only for tests administered in the United States and U.S. territories.”* **Page # 12**

The “invalid score” or “cancelled score”, is the core issue in this action, and the College Board is not offering Arbitration, on this issue to plaintiffs.

We are respectfully asking that the case resumes processing before this Honorable court, as we believe the arbitration clause, mentioned by defendant before this court in last week’s hearing, is inapplicable.

Respectfully submitted,

/yh/

Yasser Helal, Esq. (NY4058384)

HELAL LAW FIRM, P.C.

Attorneys for Plaintiff (s)

476 BAY RIDGE AVE #2

BROOKLYN, NY 11220

Tel: (917) 402-6008 Email: [firm2000@yahoo.com](mailto:firm2000@yahoo.com)